

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND
Northern Division**

JEFFREY F. and DONNA LAWRENCE :

Plaintiffs, :

v. :

THE "IMAGINE...!" YACHT, LLC, et al. :

Defendants. :

C.A. NO. MJG02-CV-3224

THE "IMAGINE...!" YACHT , LLC, et al. :

Third Party Plaintiffs, :

v. :

SHER & BLACKWELL, LLP :

Third Party Defendants. :

**THIRD PARTY DEFENDANT SHER & BLACKWELL, LLP'S ANSWER TO THIRD
PARTY COMPLAINT OF THE "IMAGINE...!" YACHT, LLC**

Third Party Defendant Sher & Blackwell, LLP, by counsel, Mesirow & Stravitz, PLLC in answer to The "Imagine...!" Yacht, LLC's Third Party Complaint ("Third Party Complaint"), states as follows:

1. The allegations in paragraph 1 of the Third Party Complaint are conclusions of law and need not be answered.

2. The allegation in paragraph 2 of the Third Party Complaint is a conclusion of law and need not be answered.

3. Third Party Defendant Sher & Blackwell, LLP is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Third Party Complaint.

4. Third Party Defendant Sher & Blackwell, LLP admits the allegations contained in paragraph 4 of the Third Party Complaint.

5. No response required.

6. Third Party Defendant Sher & Blackwell, LLP admits that it signed a Charter Agreement for the voyage in question, but denies the remainder of the allegation contained in paragraph 6 of the Third Party Complaint.

7. Third Party Defendant Sher & Blackwell, LLP denies the allegations contained in paragraph 7 of the Third Party Complaint.

8. Third Party Defendant Sher & Blackwell, LLP denies the allegations contained in paragraph 8 of the Third Party Complaint.

9. All allegations contained in the Third Party Complaint not specifically admitted are hereby denied.

AFFIRMATIVE DEFENSES

10. The Third Party Complaint fails to state a claim upon which relief can be granted.

11. The Plaintiffs' injuries were caused by the acts and/or omissions of Latitude 38, LLC, The "Imagine...!" Yacht, LLC, and/or Annapolis Bay Charters, LLC.

12. Third Party Defendant Sher & Blackwell, LLP is not liable due to intervening and/or superceding causes.

WHEREFORE Third Party Defendant Sher & Blackwell, LLP prays that this Honorable Court dismiss the Third Party Complaint with prejudice and award Third Party Defendant Sher

& Blackwell, LLP its attorney's fees in defending this action, its costs, and such other relief as is just.

Respectfully submitted,

MESIROW & STRAVITZ, PLLC

By: /s/
Eric N. Stravitz, Esq.
Bar No.: 023610
2015 R Street, NW
Suite 300
Washington, DC 20009
202-463-0303; 202-861-8858 Fax

Counsel for Third Party Defendant Sher &
Blackwell, LLP

CERTIFICATE OF GOOD STANDING

I hereby certify that I am a member in good standing of the Maryland State Bar and that I am admitted to practice law in the State of Maryland and before this Honorable Court.

/s/
Eric N. Stravitz

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of May, 2003, a copy of the foregoing Third Party Defendant Sher & Blackwell, LLP's Answer to The "Imagine...!" Yacht, LLC's Third Party Complaint was transmitted via electronic case filing only to:

Robert H. Bouse, Jr., Esq.
Anderson, Coe & King, LLP
201 N. Charles Street
Suite 200
Baltimore, MD 21201-4135
Attorneys for The "Imagine...!" Yacht, LLC

David W. Skeen, Esq.
Wright, Constable & Skeen, LLP

One Charles Center, 16th Floor
100 North Charles Street
Baltimore, Maryland 21201-3812
Attorneys for Latitude 38, LLC

Murray I. Resnick, Esq.
Prabir Chakrabarty, Esq.
Resnick & Abraham, L.L.C.
One E. Franklin Street
Baltimore, MD 21202

/s/ _____
Eric N. Stravitz